

CORAZON PERIQUET, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION AND THE PHIL. NATIONAL CONSTRUCTION CORPORATION (FORMERLY CONSTRUCTION DEVELOPMENT CORP. OF THE PHILS., RES...

G.R. No. 91298. June 22, 1990

Ponente: CRUZ, J.

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CRUZ, J.:

It is said that a woman has the privilege of changing her mind but this is usually allowed only in affairs of the heart where the rules are permissibly inconstant. In the case before us, Corazon Periquet, the herein petitioner, exercised this privilege in connection with her work, where the rules are not as fickle.

The petitioner was dismissed as toll collector by the Construction Development Corporation of the Philippines, private respondent herein, for willful breach of trust and unauthorized possession of accountable toll tickets allegedly found in her purse during a surprise inspection. Claiming she had been "framed," she filed a complaint for illegal dismissal and was sustained by the labor arbiter, who ordered her reinstatement within ten days "without loss of seniority rights and other privileges and with full back wages to be computed from the date of her actual dismissal up to the date of her actual reinstatement." [1] On appeal, this order was affirmed in toto by public respondent NLRC on August 29, 1980. [2]

On March 11, 1989, almost nine years later, the petitioner filed a motion for the issuance of a writ of execution of the decision. The motion was granted by the executive labor arbiter in an order dated June 26, 1989, which required payment to the petitioner of the sum of P205,207.42 "by way of implementing the balance of the judgment amount" due from the private respondent. [3] Pursuant thereto, the said amount was garnished by the NLRC sheriff on July 12, 1989 [4]. On September 11, 1989, however, the NLRC sustained the appeal of the CDCP and set aside the order dated June 20, 1989, the corresponding writ of execution of June 26, 1989, and the notice of garnishment. [5]

In its decision, the public respondent held that the motion for execution was time-barred, having been filed beyond the five-year period prescribed by both the Rules of Court and the Labor Code. It also rejected the petitioner's claim that she had not been reinstated on time and ruled as valid the two quitclaims she had signed waiving her right to reinstatement and acknowledging settlement in full of her back wages and other benefits.

The petitioner contends that this decision is tainted with grave abuse of discretion and asks for its reversal. We shall affirm instead.

Sec. 6, Rule 39 of the Revised Rules of Court, provides:

SEC. 6. Execution by motion or by independent action. - A judgment may be executed on motion within five (5) years from the date of its entry or from the date it becomes final and executory. After the lapse of such time, and before it is barred by the statute of limitations, a judgment may be enforced by action.

A similar provision is found in Art. 224 of the Labor Code, as amended by RA 6715, viz.

ART. 224. Execution of decision, orders, awards. - (a) The Secretary of Labor and Employment or any Regional Director, the Commission or any Labor Arbiter or Med-Arbiter, or the Voluntary Arbitrator may, motu proprio, or on motion of any interested party, issue a writ of execution on a judgment within five (5) years from the date it becomes final and executory, requiring a sheriff or a duly deputized officer to execute or enforce a final decision, order or award. x x x

The petitioner argues that the above rules are not absolute and cites the exception allowed in *Lancita v. Magbanua*,^[6] where the Court held:

Where judgments are for money only and are wholly unpaid, and execution has been previously withheld in the interest of the judgment debtor, which is in financial difficulties, the court has no discretion to deny motions for leave to issue execution more than five years after the judgments are entered. (Application of *Molnar, Belinsky, et al. v. Long Is. Amusement Corp.*, 1 N.Y.S. 2d 866)

In computing the time limited for suing out of an execution, although there is authority to the contrary, the general rule is that there should not be included the time when execution is stayed, either by agreement of the parties for a definite time, by injunction, by the taking of an appeal or writ of error so as to operate as a supersedeas, by the death of a party, or otherwise. Any interruption or delay occasioned by the debtor will extend the time within which the writ may be issued without scire facias.

x x x

There has been no indication that respondents herein had ever slept on their rights to have the judgment executed by mere motions, within the reglementary period. The statute of limitations has not been devised against those who wish to act but cannot do so, for causes beyond their control.

Periquet insists it was the private respondent that delayed and prevented the execution of the judgment in her favor, but that is not the way we see it. The record shows it was she who dilly-dallied.

The original decision called for her reinstatement within ten days from receipt thereof following its affirmance by the NLRC on August 29, 1980, but there is no evidence that she demanded her reinstatement or that she complained when her demand was rejected. What appears is that she entered into a compromise agreement with CDCP where she waived her right to reinstatement and received from the CDCP the sum of P14,000.00 representing her back wages from the date of her dismissal to the date of the agreement.^[7]

Dismissing the compromise agreement, the petitioner now claims she was actually reinstated only on March 16, 1987, and so should be granted back pay for the period beginning November 28, 1978, date of her dismissal, until the date of her reinstatement. She conveniently omits to mention several significant developments that transpired during and after this period that seriously cast doubt on her candor and bona fides.

After accepting the sum of P14,000.00 from the private respondent and waiving her right to reinstatement in the compromise agreement, the petitioner secured employment as kitchen dispatcher at the Tito Rey Restaurant, where she worked from October 1982 to March 1987. According to the certification issued by that business,^[8] she received a monthly compensation of P1,904.00, which was higher than her salary in the CDCP.

For reasons not disclosed by the record, she applied for re-employment with the CDCP and was on March 16, 1987, given the position of xerox machine operator with a basic salary of P1,030.00 plus P461.33 in allowances, for a total of P1,491.33 monthly.^[9]

On June 27, 1988, she wrote the new management of the CDCP and asked that the rights granted her by the decision dated August 29, 1980, be recognized because the waiver she had signed was invalid.^[10]

On September 19, 1988, the Corporate Legal Counsel of the private respondent (now Philippine National Construction Corporation) recommended the payment to the petitioner of the sum of P9,544.00, representing the balance of her back pay for three years at P654.00 per month (minus the P14,000.00 earlier paid).[11]

On November 10, 1988, the petitioner accepted this additional amount and signed another Quitclaim and Release reading as follows:

KNOW ALL MEN BY THESE PRESENTS:

THAT, I CORAZON PERIQUET, of legal age, married and resident of No. 87 Annapolis St., Quezon City, hereby acknowledged receipt of the sum of PESOS: NINE THOUSAND FIVE HUNDRED FORTY FOUR PESOS ONLY (P9,544.00) Philippine currency, representing the unpaid balance of the back wages due me under the judgment award in NLRC Case No. AB-2-864-79 entitled "Corazon Periquet vs. PNCC-TOLLWAYS" and I further manifest that this payment is in full satisfaction of all my claims/demands in the aforesaid case. Likewise, I hereby manifest that I had voluntarily waived reinstatement to my former position as TOLL TELLER and in lieu thereof, I sought and am satisfied with my present position as XEROX MACHINE OPERATOR in the Central Office.

Finally, I hereby certify that delay in my reinstatement, after finality of the Decision dated 10 May 1979 was due to my own fault and that PNCC is not liable thereto.

I hereby RELEASE AND DISCHARGE the said corporation and its officers from money and all claims by way of unpaid wages, separation pay, differential pay, company, statutory and other benefits or otherwise as may be due me in connection with the above-entitled case. I hereby state further that I have no more claims or right of action of whatever nature, whether past, present, future or contingent against said corporation and its officers, relative to NLRC Case No. AB-2-864-79.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of November 1988 at Mandaluyong, Metro Manila. (Emphasis supplied.)[12]

The petitioner was apparently satisfied with the settlement, for in the memorandum she sent the PNCC Corporate Legal Counsel on November 24, 1988,[13] she said in part:

Sir, this is indeed my chance to express my gratitude to you and all others who have helped me and my family enjoy the fruits of my years of stay with PNCC by way of granting an additional amount of P9,544.00 among others x x x

As per your recommendation contained therein in said memo, I am now occupying the position of xerox machine operator and is (sic) presently receiving a monthly salary of P2,014.00.

Reacting to her inquiry about her entitlement to longevity pay, yearly company increases and other statutory benefits, the private respondent adjusted her monthly salary from P2,014.00 to P3,588.00 monthly.

Then the lull. Then the bombshell.

On March 11, 1989, she filed the motion for execution that is now the subject of this petition.

It is difficult to understand the attitude of the petitioner, who has blown hot and cold, as if she does not know her own mind. First she signed a waiver and then she rejected it; then she signed another waiver which she also rejected, again on the ground that she had been deceived. In her first waiver, she acknowledged full settlement of the judgment in her favor, and then in the second waiver, after accepting additional payment, she again acknowledged full settlement of the same judgment. But now she is singing a different tune.

In her petition she is now disowning both acknowledgments and claiming that the earlier payments, both of which

she had accepted as sufficient, are insufficient. They were valid before but they are not valid now. She also claimed she was harassed and cheated by the past management of the CDCP and sought the help of the new management of the PNCC under its "dynamic leadership." But now she is denouncing the new management for also tricking her into signing the second quitclaim.

Not all waivers and quitclaims are invalid as against public policy. If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned simply because of a change of mind. It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of settlement are unconscionable on its face, that the law will step in to annul the questionable transaction. But where it is shown that the person making the waiver did so voluntarily, with full understanding of what he was doing, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking. As in this case.

The question may be asked: Why did the petitioner sign the compromise agreement of September 16, 1980, and waive all her rights under the judgment in consideration of the cash settlement she received? It must be remembered that on that date the decision could still have been elevated on certiorari before this Court and there was still the possibility of its reversal. The petitioner obviously decided that a bird in hand was worth two on the wing and so opted for the compromise agreement. The amount she was then waiving, it is worth noting, had not yet come up to the exorbitant sum of P205,207.42 that she was later to demand after the lapse of eight years.

The back pay due the petitioner need not detain us. We have held in countless cases that this should be limited to three years from the date of the illegal dismissal, during which period (but not beyond) the dismissed employee is deemed unemployed without the necessity of proof.^[14] Hence, the petitioner's contention that she should be paid from 1978 to 1987 must be rejected, and even without regard to the fact (that would otherwise have been counted against her) that she was actually employed during most of that period.

Finally, the petitioner's invocation of Article 223 of the Labor Code to question the failure of the private respondent to file a supersedeas bond is not well-taken. As the Solicitor General correctly points out, the bond is required only when there is an appeal from the decision with a monetary award, not an order enforcing the decision, as in the case at bar.

As officers of the court, counsel are under obligation to advise their clients against making untenable and inconsistent claims like the ones raised in this petition that have only needlessly taken up the valuable time of this Court, the Solicitor General, the Government Corporate Counsel, and the respondents. Lawyers are not merely hired employees who must unquestioningly do the bidding of the client, however unreasonable this may be when tested by their own expert appreciation of the pertinent facts and the applicable law and jurisprudence. Counsel must counsel.

WHEREFORE, the petition is DENIED, with costs against the petitioner. It is so ordered.

Narvasa, (Chairman), Gancayco, Griño-Aquino, and Medialdea, JJ., concur.

[1] Decision dated May 10, 1979, penned by Labor Arbiter Mirasol Corleto.

[2] Decision rendered by NLRC, First Division.

[3] Rollo, p. 9.

[4] Ibid., p. 10.

[5] NLRC Decision dated September 11, 1989 penned by Encarnacion, Presiding Commissioner, with Bonto-Perez and Maglaya, Commissioners, concurring, rollo, pp. 20-32.

[6] 7 SCRA 42.

[7] Rollo, pp. 12, 22 and 64.

[8] NLRC Decision dated September 11, 1989, p. 3, rollo, p. 22.

[9] Ibid., p. 4; *ibid.*, p. 23.

[10] *Id.*, *id.*

[11] *Id.*, p. 5; *id.*, p. 24.

[12] *Id.*, p. 6, *id.*, p. 25.

[13] *Id.*, p. 7, *id.*, p. 26.

[14] *Mercury Drug Co., Inc. v. CIR*, 56 SCRA 694; *Feati University Faculty Club v. Feati University*, 58 SCRA 395; *Mariners Polytechnic School v. Leogardo, Jr.*, G.R. No. 74271, March 31, 1989; *Central Azucarera de Tarlac v. Sampang*, G.R. No. 84598, May 29, 1989, Third Division, Minute Resolution.

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